

Steven W. Ritcheson  
SBN:174062  
INSIGHT, PLC  
578 Washington Blvd. #503  
Marina del Rey, California 90292

Amy Simpson  
SBN: 241090  
Holland & Knight LLP  
1901 Avenue of the Stars, Suite 1200  
Los Angeles, California 90067

Jessica H. Zafonte (*pro hac vice*)  
CHIESA SHAHINIAN &  
GIANTOMASI PC  
11 Times Square, 34th Floor  
New York, NY 10036

Sadie Mlika (*pro hac vice*)  
Holland & Knight LLP  
10 St. James Avenue, 11th Floor  
Boston, Massachusetts 02116

*Attorneys for Workwear Outfitters,  
LLC*

*Attorney for Plaintiff Careismatic  
Brands, LLC*

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CAREISMATIC BRANDS, LLC,

Plaintiff,

v.

WORKWEAR OUTFITTERS, LLC,

Defendant.

Case No. 2-23-cv-09570-GW-JC

**STIPULATED PROTECTIVE  
ORDER**

**[CHANGES MADE BY COURT  
TO PARAGRAPHS 3, 8.4, 9.3]**

WORKWEAR OUTFITTERS, LLC,

Counter-Claimant,

v.

CAREISMATIC BRANDS, LLC,

Counter-Defendant.

Pursuant to Local Civil Rule 37, Plaintiff and Counter-Defendant Careismatic Brands, LLC (“Plaintiff”) and Defendant and Counter-Claimant Workwear Outfitters, LLC (“Defendant”) (collectively, the “Parties”), in the above-captioned matter, through their counsel of record, hereby submit this stipulated protective order and stipulate and agree as follows:

1. INITIAL MATTERS

1.1 Purposes and Limitations

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2. Good Cause Statement

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other



1 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002); *Makar-Welbon v. Sony Electronics,*  
2 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
3 good cause showing), and a specific showing of good cause or compelling reasons  
4 with proper evidentiary support and legal justification, must be made with respect to  
5 Protected Material that a party seeks to file under seal. The parties' mere designation  
6 of Disclosure or Discovery Material as "CONFIDENTIAL" or "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—without the  
8 submission of competent evidence by declaration, establishing that the material  
9 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
10 protectable—constitute good cause.

11 Further, if a party requests sealing related to a dispositive motion or trial, then  
12 compelling reasons, not only good cause, for the sealing must be shown, and the  
13 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
14 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
15 each item or type of information, document, or thing sought to be filed or introduced  
16 under seal in connection with a dispositive motion or trial, the party seeking  
17 protection must articulate compelling reasons, supported by specific facts and legal  
18 justification, for the requested sealing order. Again, competent evidence supporting  
19 the application to file documents under seal must be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise protectable in  
21 its entirety will not be filed under seal if the confidential portions can be redacted.  
22 If documents can be redacted, then a redacted version for public viewing, omitting  
23 only the confidential, privileged, or otherwise protectable portions of the document  
24 shall be filed. Any application that seeks to file documents under seal in their  
25 entirety should include an explanation of why redaction is not feasible.

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2. DEFINITIONS

2.1 Action: *Careismatic Brands, LLC v. Workwear Outfitters, LLC*, Case No. 2-23-cv-09570 (C.D. Cal.).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: Highly sensitive confidential information or items that contains sensitive financial, technical, research and development, business strategy, or other competitive information that the designating party believes, in good faith, could cause it to suffer competitive harm if known by entities or persons who would otherwise have access to it under this Order.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which they are generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

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1           2.8 Expert: a person with specialized knowledge or experience in a matter  
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
3 an expert witness or as a consultant in this Action.

4           2.9 House Counsel: attorneys who are employees of a party to this Action.  
5 House Counsel does not include Outside Counsel of Record or any other outside  
6 counsel.

7           2.10 Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9           2.11 Outside Counsel of Record: attorneys who are not employees of a party  
10 to this Action, but are retained to represent or advise a party to this Action and have  
11 appeared in this Action on behalf of that party or are affiliated with a law firm which  
12 has appeared on behalf of that party, including support staff.

13           2.12 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.14 Professional Vendors: persons or entities that provide litigation support  
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.15 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
24 ATTORNEYS’ EYES ONLY.”

25           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
26 Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material other  
7 than during a court hearing or at trial.

8 Any use of Protected Material during a court hearing or at trial shall be  
9 governed by the orders of the presiding judge. This Order does not govern the use  
10 of Protected Material during a court hearing or at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations  
13 imposed by this Order shall remain in effect until a Designating Party agrees  
14 otherwise in writing or a court order otherwise directs. Final disposition shall be  
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
16 or without prejudice; and (2) final judgment herein after the completion and  
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
18 including the time limits for filing any motions or applications for extension of time  
19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
22 Each Party or Non-Party that designates information or items for protection under  
23 this Order must take care to limit any such designation to specific material that  
24 qualifies under the appropriate standards. The Designating Party must designate for  
25 protection only those parts of material, documents, items, or oral or written  
26 communications that qualify so that other portions of the material, documents, items,

1 or communications for which protection is not warranted are not swept unjustifiably  
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating  
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of Section 5.2.1 below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 5.2.1 for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix at a minimum, the legend  
20 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
21 EYES ONLY" (hereinafter, "Legend"), to each page that contains protected  
22 material. If only a portion or portions of the material on a page qualifies for  
23 protection, the Producing Party also must clearly identify the protected  
24 portion(s) (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for  
26 inspection need not designate them for protection until after the inspecting  
27



1 Party has indicated which documents it would like copied and produced.  
2 During the inspection and before the designation, all of the material made  
3 available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the  
5 documents it wants copied and produced, the Producing Party must determine  
6 which documents, or portions thereof, qualify for protection under this Order.  
7 Then, before producing the specified documents, the Producing Party must  
8 affix the appropriate Legend to each page that contains Protected Material. If  
9 only a portion or portions of the material on a page qualifies for protection,  
10 the Producing Party also must clearly identify the protected portion(s) (e.g.,  
11 by making appropriate markings in the margins).

12 5.2.2 for testimony given in depositions that the Designating Party  
13 identify the Disclosure or Discovery Material on the record, before the close  
14 of the deposition all protected testimony.

15 5.2.3 for information produced in some form other than documentary  
16 and for any other tangible items, that the Producing Party affix in a prominent  
17 place on the exterior of the container or containers in which the information  
18 is stored the CONFIDENTIAL legend. If only a portion or portions of the  
19 information warrants protection, the Producing Party, to the extent  
20 practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
22 failure to designate qualified information or items does not, standing alone, waive  
23 the Designating Party’s right to secure protection under this Order for such material.  
24 Upon timely correction of a designation, the Receiving Party must make reasonable  
25 efforts to assure that the material is treated in accordance with the provisions of this  
26 Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 *et seq.*

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Similarly, frivolous designations of documents as CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY, as determined by the Court, may expose the Designating Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below (FINAL DISPOSITION).

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1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 “CONFIDENTIAL” only to:

8 7.2.1 the Receiving Party’s Outside Counsel of Record in this Action,  
9 as well as employees of said Outside Counsel of Record to whom it is  
10 reasonably necessary to disclose the information for this Action;

11 7.2.2 one (1) officer, director, or employee (including House Counsel)  
12 of the Receiving Party to whom disclosure is required for the disposition (e.g.,  
13 settlement) of this Action;

14 7.2.3 Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this Action, provided that: (1) such  
16 Experts are not presently employed by the Parties or an affiliate of a Party  
17 hereto for purposes other than this Action and (2) before access is given, any  
18 such Expert has signed the “Acknowledgment and Agreement to Be Bound”  
19 (Exhibit A) and the same has been served upon the Producing Party, along  
20 with (i) a current curriculum vitae of the Expert, (ii) a list of other cases in  
21 which the Expert has provided a report or testified (at trial or deposition) and  
22 (iii) a list of companies that the Expert has worked or consulted for in the field  
23 of the invention of the patents-in-suit or the accused products in the last four  
24 years and a brief description of the subject matter of such employment or  
25 consultancy, at least ten (10) days before access to the Protected Material is  
26 to be given to that Expert in order to allow the Producing Party to object to

1 and notify the Receiving Party in writing that it objects to the disclosure of  
2 Protected Material to the Expert (“Notice”). The Parties agree to promptly  
3 confer and use good faith to resolve any such objection. If the Parties are  
4 unable to resolve any objection, the objecting Party may file a motion with  
5 the Court within fifteen (15) days of receipt of the Notice of the Producing  
6 Party’s objection, or within such other time as the Parties may agree, seeking a  
7 protective order with respect to the proposed disclosure. The objecting Party  
8 shall have the burden of proving the need for a protective order. No disclosure  
9 shall occur until all such objections are resolved by agreement or Court order.

10 7.2.4 the Court and its personnel;

11 7.2.5 Court reporters and their staff;

12 7.2.6 professional jury or trial consultants, mock jurors, and  
13 Professional Vendors to whom disclosure is reasonably necessary for this  
14 Action and who have signed the “Acknowledgment and Agreement to Be  
15 Bound” (Exhibit A);

16 7.2.7 the author or recipient of a document containing the information  
17 or a custodian or other person who otherwise possessed or knew the  
18 information;

19 7.2.8 during their depositions, witnesses, and attorneys for witnesses,  
20 in the Action to whom disclosure is reasonably necessary provided: (1) the  
21 deposing party requests that the witness sign the form attached as Exhibit A  
22 hereto; and (2) they will not be permitted to keep any confidential information  
23 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
24 A), unless otherwise agreed by the Designating Party or ordered by the court.  
25 Pages of transcribed deposition testimony or exhibits to depositions that  
26 reveal Protected Material may be separately bound by the court reporter and  
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1 may not be disclosed to anyone except as permitted under this Stipulated  
2 Protective Order; and

3 7.2.9 any mediator or settlement officer, and their supporting  
4 personnel, mutually agreed upon by any of the parties engaged in settlement  
5 discussions.

6 For Protected Material designed “HIGHLY CONFIDENTIAL – ATTORNEYS’  
7 EYES ONLY,” access to, and disclosure of, such Protected Material shall be limited  
8 to the individuals listed in Sections 7.2.1 and 7.2.3 – 7.2.9.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
10 IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this Action as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY,” that Party must:

15 8.1 promptly notify in writing the Designating Party. Such notification  
16 shall include a copy of the subpoena or court order;

17 8.2 promptly notify in writing the party who caused the subpoena or order  
18 to issue in the other litigation that some or all of the material covered by the subpoena  
19 or order is subject to this Protective Order. Such notification shall include a copy of  
20 this Stipulated Protective Order; and

21 8.3 cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 8.4 If the Designating Party timely seeks a protective order, the Party  
24 served with the subpoena or court order shall not produce any information  
25 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
26 ATTORNEYS’ EYES ONLY” before a determination by the court from which the  
27

1 subpoena or order issued, unless the Party has obtained the Designating Party's  
2 permission or unless otherwise required by the law or court order. The Designating  
3 Party shall bear the burden and expense of seeking protection in that court of its  
4 confidential material and nothing in these provisions should be construed as  
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
6 directive from another court.

7 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
8 PRODUCED IN THIS LITIGATION

9 9.1 The terms of this Order are applicable to information produced by a  
10 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
11 produced by Non-Parties in connection with this litigation is protected by the  
12 remedies and relief provided by this Order. Nothing in these provisions should be  
13 construed as prohibiting a Non-Party from seeking additional protections.

14 9.2 In the event that a Party is required, by a valid discovery request, to  
15 produce a Non-Party's confidential information in its possession, and the Party is  
16 subject to an agreement with the Non-Party not to produce the Non-Party's  
17 confidential information, then the Party shall:

18 9.2.1 promptly notify in writing the Requesting Party and the Non-  
19 Party that some or all of the information requested is subject to a  
20 confidentiality agreement with a Non-Party;

21 9.2.2 promptly provide the Non-Party with a copy of the Stipulated  
22 Protective Order in this Action, the relevant discovery request(s), and a  
23 reasonably specific description of the information requested; and

24 9.2.3 make the information requested available for inspection by the  
25 Non-Party, if requested.

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1           9.3 If the Non-Party fails to seek a protective order from this court within  
2 14 days of receiving the notice and accompanying information, the Receiving Party  
3 may produce the Non-Party's confidential information responsive to the discovery  
4 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Non-Party before a determination by the court  
7 unless otherwise required by the law or court order. Absent a court order to the  
8 contrary, the Non-Party shall bear the burden and expense of seeking protection in  
9 this court of its Protected Material.

10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
16 or persons to whom unauthorized disclosures were made of all the terms of this  
17 Order, and (d) request such person or persons to execute the "Acknowledgment and  
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
20 **PROTECTED MATERIAL**

21           When a Producing Party gives notice to Receiving Parties that certain  
22 inadvertently produced material is subject to a claim of privilege or other protection,  
23 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
24 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
25 may be established in an e-discovery order that provides for production without prior  
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as  
27



1 the parties reach an agreement on the effect of disclosure of a communication or  
2 information covered by the attorney-client privilege or work product protection, the  
3 parties may incorporate their agreement in the stipulated protective order submitted  
4 to the court.

5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

19 13. PRIVILEGE LOG

20 To the extent that the Parties produce privilege logs for materials withheld for  
21 attorney-client privilege or pursuant to the work product doctrine (or other privileges  
22 or doctrines), the format and content shall be as follows, absent further Court order:  
23 The privilege log shall contain names extracted from the topmost e-mail message or  
24 document (To, From, CC, BCC), the date of the topmost e-mail or document, and  
25 the basis for the assertion of a privilege or other protection. The Producing Party  
26 shall create a single log entry for each e-mail chain or string. A Producing Party's



1 logging of the topmost e-mail shall be deemed to assert protection for all of the  
2 privileged material in an e-mail string or chain, including multiple redactions or  
3 multiple segments.

4 Attorney-client privileged communications and attorney work product created  
5 by or on behalf of Counsel for the Parties after the initiation of and/or as part of their  
6 representation in this action need not be included in any privilege log.

7 14. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in Section 4, within 60  
9 days of a written request by the Designating Party, each Receiving Party must return  
10 all Protected Material to the Producing Party or destroy such material. As used in  
11 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving  
14 Party must submit a written certification to the Producing Party (and, if not the same  
15 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
16 (by category, where appropriate) all the Protected Material that was returned or  
17 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
18 abstracts, compilations, summaries or any other format reproducing or capturing any  
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
22 reports, attorney work product, and consultant and expert work product, even if such  
23 materials contain Protected Material. Any such archival copies that contain or  
24 constitute Protected Material remain subject to this Protective Order.

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15. ENFORCEMENT

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: June 9, 2025

/s/ Jessica H. Zafonte

Jessica H. Zafonte (*pro hac vice*)  
CHIESA SHAHINIAN & GIANTOMASI PC  
11 Times Square, 34th Floor  
New York, NY 10036

*Attorney for Plaintiff,  
CAREISMATIC BRANDS, LLC*

Dated: June 9, 2025

/s/ Amy Simpson

Amy Simpson  
SBN: 241090  
Holland & Knight LLP  
1901 Avenue of the Stars, Suite 1200  
Los Angeles, California 90067

Sadie Mlika (*pro hac vice*)  
Holland & Knight LLP  
10 St. James Avenue, 11th Floor  
Boston, Massachusetts 02116

*Attorneys for Defendant, Workwear Outfitters,  
LLC*

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.**

DATED: June 17, 2025

/s/

**Honorable Jacqueline Chooljian**  
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_[print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on June 17, 2025 in the case of *Careismatic Brands, LLC v. Workwear  
Outfitters, LLC*, Case No. 2-23-cv-09570 (C.D. Cal.). I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_[print or type  
full name] of \_\_\_\_\_[print or type full address and telephone number] as  
my California agent for service of process in connection with this action or any  
proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Multiple Signature Attestation**

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the content of this stipulation and have authorized the filing of this stipulation.

DATED: June 9, 2025

Holland & Knight LLP

By: /s/ Amy Simpson  
Amy Simpson (SBN 241090)  
Sadie Mlika (*pro hac vice*)

*Attorneys for Defendant  
Workwear Outfitters, LLC*